



Kurt E. Floren

Agricultural Commissioner
Director of Weights and Measures

COUNTY OF LOS ANGELES

Department of Agricultural Commissioner/ Weights and Measures

12300 Lower Azusa Road
Arcadia, California 91006-5872
<http://acwm.lacounty.gov>



Richard K. Iizuka
Chief Deputy

November 16, 2010

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 November 16, 2010

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

APPROVAL OF AGREEMENT #10-0269 WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE PEST EXCLUSION/DOG TEAMS PROGRAM (ALL DISTRICTS) (3-VOTES)

SUBJECT

The Pest Exclusion/Dog Teams Program provides for inspection of unmarked incoming shipments of agricultural commodities, such as plants, flowers, and produce. Inspections are conducted at express carriers, such as UPS and FedEx, and air freight terminals, as a primary defense against the introduction and spread of exotic pests and diseases subject to quarantines. There is no County cost associated with this program.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve and authorize the Agricultural Commissioner/Director of Weights and Measures (Commissioner/Director) to sign agreement (#10-0269) with the California Department of Food and Agriculture (CDFA), which reimburses the County in the amount of \$561,467 for one year, beginning July 1, 2010, for work conducted by the Department of Agricultural Commissioner/Weights and Measures (ACWM) for the Dog Team Parcel Inspections Program.
2. Authorize the Commissioner/Director to amend the agreement in an amount not to exceed 15 percent of the original agreement, at no County Cost, subject to review and approval by County Counsel and the Chief Executive Office and notification to the Board offices.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Your Board approved a similar agreement with CDFA in 2010. Approval of the recommended actions will enable ACWM, through the Pest Exclusion/Dog Teams Program, to readily detect and inspect unmarked packages that contain fruits, vegetables, and plant material, to prevent the entry of exotic plant pests and diseases into Los Angeles County.

The County Pest Exclusion/Dog Teams Program, through the scope of work and revenue provided through this agreement, provides for the inspection of air freight terminals and express freight facilities through which agricultural commodities, such as plants, flowers, and produce, are routinely shipped. While such shipments are required by law to be appropriately labeled as containing plant material, there exists frequent non-compliance with such marking requirements, particularly in the case of non-commercial parcel shipments, presenting a significant threat of the introduction of exotic pests that pose risks to the agricultural industry, native plant species, decorative landscaping, and the environment. Detector dogs are highly trained to identify, through smell, the presence of plant material, providing invaluable assistance in detecting such shipments that would go unnoticed by human inspection personnel. The prevention of pest introductions significantly reduces the need for costly pest eradication activities and resulting needs for increased applications of pesticides in Los Angeles County.

ACWM has consulted and worked collaboratively with shippers and receivers to assist in preventing the entry of exotic plant pests and diseases.

Implementation of Strategic Plan Goals

Awarding the agreement meets the County's Strategic Plan Goal of Operational Effectiveness. The Pest Exclusion/Dog Teams Program significantly reduces the risk of new pest introduction, which reduces the need for pesticide applications against new pests in the County.

FISCAL IMPACT/FINANCING

Under this agreement, CDFA will provide funding in the amount of \$561,467 for work performed by this Department for the period July 1, 2010 through June 30, 2011. Based upon the work parameters of this agreement, there are no net County costs. The revenue was included in the Department's Fiscal Year 2010-2011 Proposed Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The agreement applies to the period of July 1, 2010 through June 30, 2011.

As part of the pest prevention program mandated to the CDFA under California Food and Agricultural Code (FAC) sections 5023-5024, private parcels shipped by parcel delivery companies, such as FedEx and UPS, are inspected to ensure freedom from agricultural pests. The use of specially trained detector dogs enhances the County's ability to inspect such parcels.

In Fiscal Year 2009 – 2010, CDFA received supplemental funding for the program through the Federal Farm Bill. The funding for this program from the Federal Farm Bill is expected to incrementally increase through 2014.

Agreement #10-0269 has been reviewed by County Counsel and is approved as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The recommended Board action will support program services for the entire 2010-2011 Fiscal Year.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Kurt E. Floren', with a long horizontal line extending to the right.

KURT E. FLOREN

Agricultural Commissioner, Director of Weights and
Measures

KEF:RKI:PJD:sl

Enclosures

c: Executive Office
County Counsel
Executive Officer; Board of Supervisors
Auditor-Controller

AGREEMENT NUMBER
10-0269
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:
STATE AGENCY'S NAME
DEPARTMENT OF FOOD AND AGRICULTURE
CONTRACTOR'S NAME
COUNTY OF LOS ANGELES
2. The term of this Agreement is: July 1, 2010 through June 30, 2011
3. The maximum amount \$561,467.00
of this Agreement is: Five Hundred Sixty-one Thousand Four Hundred Sixty-seven Dollars and No Cents
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work
Attachment 1

1 Page(s)
45 Page(s)

Exhibit B – Budget Detail and Payment Provision
Attachment 1

1 Page(s)
2 Page(s)

Exhibit C – General Terms and Conditions - GTC 610

3 Pages

Exhibit D - Special Terms and Conditions

1 Page(s)

Exhibit E - Additional Provisions

2 Page(s)

*Approved as to form
10/1/10
St. Deputy County Counsel*

5. Name of Program: Pest Exclusion/Dog Teams

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF LOS ANGELES

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

12300 Lower Azusa Rd, Arcadia, CA 91005

STATE OF CALIFORNIA

AGENCY NAME

DEPARTMENT OF FOOD AND AGRICULTURE

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

JANICE L. PRICE, CONTRACTS MANAGER

ADDRESS

1220 N STREET, ROOM 115, SACRAMENTO, CA 95814

California Department of General
Services Use Only

☐ Exempt per:

EXHIBIT A
(County Agreement)

SCOPE OF WORK

1. Contractor agrees to provide the services described herein:

The Contractor shall utilize a specially trained dog for use in pest surveillance at various local parcel centers, including but not limited to Federal Express, United Parcel Service and the U.S. Post Office.

2. The program contract managers for this Agreement are:

FOR CDFA, THE PROGRAM CONTRACT MANAGER IS:	FOR CONTRACTOR:
Name: Carl Baum	Name: Kurt Floren
Section/Unit: Pest Exclusion Branch	Section/Unit: COUNTY OF LOS ANGELES
Address: 1220 N Street, Room 325	Address: 12300 Lower Azusa Rd
City/Zip: Sacramento, CA 95814	City/Zip: Arcadia, CA 91005
Phone: 916-651-2842	Phone: 626-575-5451
Email: cbaum@cdfa.ca.gov	Email: kurtf@acwm.co.la.ca.us

3. See Attachment 1 to this Scope of Work for a detailed description of work to be performed and duties of all parties.

SCOPE OF WORK

Dog Team Program

July 1, 2010 - June 30, 2011
FY 2010/2011

The County agrees to perform high-risk inspection and enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by:

1. Food and Agricultural Code (FAC) Division 2, Chapter 2, Article 8, Section 2282.5 (**Appendix A**) and
2. FAC Division 4, Part 2, Chapter 1, Article 1, Section 6303 (**Appendix B**) and
3. FAC Division 4, Part 2, Chapter 2, Article 1, Sections 6401 and 6403 (**Appendix B**).

This agreement is inclusive of the County's agreement to perform activities approved by the CDFA as described in the attached projected Work Plan (Exhibit B), Budget Detail and payment provisions and by this reference made a part hereof.

Key activities to be conducted under this contract include:

1. **Pest Surveillance/ Canine Inspection**
2. **Dog Team Maintenance**
3. **Data Entry/Sample Submission**
4. **Other (communication, training, administrative support)**
5. **Reporting/Invoicing Reimbursement**

The County agrees to perform the listed inspection activities targeting all federal, foreign and domestic quarantine and federal action pests. The County also agrees to perform inspection activities targeting all state quarantine pests and state action pests. This agreement is also inclusive of the following:

1. Pest Surveillance/Canine Inspection

Each Dog Team (defined as one dog and one handler) will conduct surveillance inspections at parcel sectional centers such as those operated by Federal Express and United Parcel Service, etc. to provide parcel inspection services related to plant products entering the State of California. The teams will also be available to provide inspection service at United States Postal Service.

The county will use the Dog Team to detect the presence of any unwanted plant pests in parcels, including insect species, diseases or other harmful organisms, that may pose a threat to the economic well-being of the State. Each Dog Team will perform inspection functions on a regional basis.

County must report detection of live suspect Tephritid fruit fly larvae to Pest Exclusion within 24 hours.

County must use the USDA/SITC Referral Form (SO-155) to report interceptions that involve federal quarantine violations and/or pest finds as outlined in Pest Exclusion Advisory 11-2010 (**Appendix L**).

County will take digital photographs and keep record(s) of rejected/seized parcels.

2. Dog Team Maintenance

County will obtain and maintain the dog as detailed in the Work Plan Guidelines (**Appendix C**).

County is responsible for providing appropriate training for the dog, dog handler and their staff for all activities associated with the California Dog Team Program. County will test and document, by using the provided training sheet (**Appendix F**), the pest detection accuracy of each canine in the team at least once a month. In addition to individual team training, counties are encouraged to coordinate regional training for multiple teams.

County will follow acclimation guidelines for new dogs provided by National Detector Dog Training Center (NDDTC), Agriculture Canine Team Acclimation Guide (**Appendix D**).

County will determine the need to retire a canine, the steps to take in case of dog injury or illness, and adoption procedures by following the Retirement, Adoption and Replacement Policy (**Appendix E**).

In the event of an act of aggression by a dog, County will immediately implement steps outlined in the Canine Aggression Policy (**Appendix M**) and immediately report the aggression to Interior Pest Exclusion.

3. Data Entry/Sample Submission

The County is responsible for ensuring the three following data sets are accurately completed in a timely manner:

- a. **Dog Team Database (Dog Accuracy Information):** Dog handlers are required to enter daily information into the Dog Team Database not more than 72 hours after work has been conducted as per PEA 04-2009 (**Appendix G**).
- b. **Notice of Rejection (Regulatory Action):** Each time a parcel (generally unmarked parcel) is rejected, County will complete an electronic copy of CDFA's Notice of Rejection (**Appendix H**), denoting "Dog Team", in the remarks field or by checking the "Dog Team" program box. In some cases, a county inspector/biologist working in the CHRPE Program may complete the electronic Notice of Rejection rather than the dog handler. Follow important data entry methods outlined in PEA 05-2009 (**Appendix H**).
- c. **Pest and Damage Record (Submission of Samples to CDFA Laboratory):** County will send all samples/specimens collected by the Dog Teams, marked "Dog Team Program", to the CDFA Plant Pest Diagnostics Laboratory for identification. The County will complete an electronic copy of CDFA's Pest Damage Record (**Appendix I**). In some cases, a county inspector/biologist working in the CHRPE Program may submit samples to the CDFA Laboratory, rather than the dog handler. Follow important data entry methods outlined in PEA 05-2009 (**Appendix H**).

4. Other (communication, training, administrative support)

County is encouraged to utilize the Dog Team for public outreach whenever possible and to coordinate such outreach with the CDFA Public Affairs Unit.

County is responsible for coordinating with another county agricultural commissioner's office when performing inspections at a facility in another county.

County will participate in conference calls with Pest Exclusion as necessary.

5. Reporting

The county will utilize the on-line County Monthly Report system (<https://secure.cdfa.ca.gov/egov/crs/login.aspx>) to submit a monthly report (**Appendix J**). Monthly reports need to be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Amber Morris at amorris@cdfa.ca.gov or by calling (916) 654-0312.

6. Invoicing/Reimbursement

The county shall submit monthly an itemized invoice, on county letterhead (**Appendix K**). All invoices shall be submitted to the CDFA Contract Manager. Receipts for purchases do not need to be submitted to CDFA, but must be retained by the county for audit purposes. Send itemized invoices to:

California Department of Food and Agriculture
Attn: Carl Baum
Pest Exclusion Branch
Dog Team Program
1220 N Street, Room 325
Sacramento, CA 95814

Counties may also send the invoices via email to cbaum@cdfa.ca.gov. Questions about invoicing/reimbursement can be directed at Carl Baum via email or by calling (916) 654-0312.

Dog Team Program Scope of Work Attachment Index

Attachment A.....	FAC 2282.5
Attachment B.....	FAC 6303, 6401, 6403
Attachment C.....	Work Plan Guidelines
Attachment D.....	Acclimation Guide
Attachment E.....	Retirement, Adoption and Replacement Policy
Attachment F.....	Training Sheet
Attachment G.....	Dog Team Database
Attachment H.....	NOR Form and Entry
Attachment I.....	Submission of Samples
Attachment J.....	County Monthly Report
Attachment K.....	County Monthly Invoice
Attachment L.....	USDA/SITC Referral Form
Attachment M.....	Canine Aggression Policy

SCOPE OF WORK
Dog Teams Program
July 1, 2010-June 30, 2011
FY 2010/2011

Appendix A

Food and Agriculture Code Section 2282.5

FOOD AND AGRICULTURAL CODE

SECTION 2282.5

- (a) The development of work plans for allocation of the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention shall be the responsibility of the department. The department shall establish criteria for the development of the work plans and for allocating the appropriated funds.
- (b) Of the amount appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention, five million five hundred thousand dollars (\$5,500,000) shall be utilized solely for high-risk pest exclusion activities. The work plans for the exclusion of high-risk pests shall be developed by the department with the county agricultural commissioners and in consultation with affected industry representatives. In order to determine the effectiveness of high-risk pest exclusion programs in each county, the criteria established by the department for the work plan shall include, but need not be limited to, the following:
 - (1) The number of high-risk plant shipments entering each county.
 - (2) The number of high-risk entry points in each county.
 - (3) The number of state action quarantine pests intercepted or detected annually in each county.
 - (4) The work hours expended by each county in conducting exclusion of high-risk pests.
 - (5) The rate of interceptions and rejections per inspection activity.
- (c) To remain eligible for funding under this section, a county shall maintain its support of ongoing operational costs of the county agricultural commissioner programs listed in subdivision (b) of Section 2282, at 1997-98 fiscal year levels.
- (d) Funds allocated for high-risk pest exclusion activities pursuant to subdivision (b) may not be expended for any purpose other than the exclusion or detection of high-risk pests consistent with the work plans prescribed in subdivision (a) or scientific evaluation. Funds allocated by each county on or after September 28, 1998, shall not be allocated to other programs listed in subdivision (b) of Section 2282 until the county work plan is approved by the department consistent with the funding appropriated in the Budget Act to the department for local assistance for agricultural plant and animal pest and disease prevention for this purpose.

SCOPE OF WORK
Dog Teams Program
July 1, 2010-June 30, 2011
FY 2010/2011

Appendix B

Food and Agriculture Code Sections 6303, 6401, and 6403

FOOD AND AGRICULTURAL CODE

SECTION 6303.

- (a) It is unlawful for any person, except under written permission from a plant quarantine officer or under his specific direction, to move any lot or shipment of plants or other things to which a warning tag or notice has been affixed pursuant to this division, or to remove, alter, destroy, deface, or mutilate any such warning tag or notice.
- (b) If any shipment of plants or things is allowed to transit the state or transit to a given destination county under a quarantine warning-hold notice, the shipment of plants or things shall not be diverted to another destination without the written permission of the director or the commissioner of the destination county.
- (c) Diversion of a shipment as described in subdivision (b) is unlawful.
- (d) If a shipment of plants or things requires a state or county plant quarantine officer to be present at the destination to supervise the unloading, inspection, or treatment of a quarantine shipment, the director or commissioner, as the case may be, may charge the shipper or receiver a service fee for the cost of the services. Service fees shall be determined based on the director or commissioner's costs for the services rendered.

FOOD AND AGRICULTURAL CODE

SECTION 6401.

It is unlawful for any person to transport, receive, or import into the state any plant or any thing against which a quarantine has been established, or any plant, unless he does both of the following:

- (a) Notifies the director or the commissioner of the county in which the plant or thing is received, of the arrival of the plant or thing immediately after its arrival.
- (b) Holds the plant, or thing for immediate inspection by the director or commissioner, without unnecessarily moving it, or placing it where it may be harmful.

FOOD AND AGRICULTURAL CODE

SECTION 6403.

The officer who makes the inspection may enter at any time into any conveyance or place within the state where the plant or thing is located to ascertain whether it is, or is liable to be, infested or infected with any pest.

SCOPE OF WORK
Dog Teams Program
July 1, 2010-June 30, 2011
FY 2010/2011

Appendix C

Work Plan Guidelines

**(Guidelines for Completing New Dog Teams Work Plans and
Guideline for Completing Dog Teams Work Plans)**

Guidelines for Completing NEW Dog Team Work Plans

General Guidelines

These guidelines are for counties that will receive a new Dog Team.

In this document, a Dog Team equals one dog and one handler.

Counties should estimate that work plan activities (except for travel to and time spent at National Detector Dog Training Center) **will occur during the second half of the fiscal year, after December 1, 2010.**

Personnel Services

1. Parcel Facilities

For each carrier, estimate the number of facilities in your county that will be visited during the contract period. Neighboring counties may also be contacted to determine if there are additional facilities outside of your county the Dog Team may be utilized at. To calculate hours, estimate the visits per year, per facility and the total number of hours expected per visit. The category 'other' has been put in for USPS or other carriers that may be visited during the year. All facility visits should be estimated for one half of the contract period. The spreadsheet will automatically total the hours and cost.

2. Other

➤ Community Outreach

New Dog Teams will not conduct community outreach until the dog has been installed and the handler determines that the dog is ready. Once that occurs, the following may be conducted under community outreach:

- Demonstrations
- Appearances
- Community workshops
- Public relations

➤ Training

The number of hours the handler spends annually being trained and training the canine including:

- 10-week training course at NDDTC (400 hours)
- Additional NDDTC training (Installation) (16 hours)
- CDFA training- Data entry, Pest Prevention University (8 hours annually)
- Target training with the dog (16 hours per month)

➤ Administrative Support

This should reflect hours spent invoicing, entering data in the Dog Team database (daily by handler), entering data into PDR or NOR databases (as needed), maintaining supplemental monthly reports, submitting contract monthly reports, participating in conference calls, other support duties for the program.

3. Overhead

Enter the total percent of indirect costs of Personnel Services (not to exceed 25%) accrued by your county during the contract period. The spreadsheet will calculate the total amount.

Operating Expenses

1. Travel

Estimate the total dollar amount to cover all travel expenses that may be incurred during the contract period for:

- New dog team handlers will travel to Newnan, GA for the 10-week training course.
Estimated costs include:
 - Roundtrip flight (handler only; canine flight costs paid for by NDDTC)
 - Per diem
 - Rental Car- Cost may be split if coordinated between counties sending handlers to training
 - Lodging- NDDTC will offer suggestions within the per diem rate
- Dog team travel within and out of the assigned region (per diem and lodging).

2. Canine Care

Estimate the total dollar amount to care for the dog including:

- Kenneling
Kennels where dogs are housed must:
 - Meet Animal Welfare Act standards (if kennel can prove USDA inspection, it meets standards)
 - Hours of accessibility must be conducive to dogs work hours
 - Handlers must have access to kennel where dog is kept
- Bedding
Proper bedding should be provided at the kennel and for the crate based on the dog's behaviors/preferences.
- Crate
The NDDTC will provide a plastic crate for transporting the dog by air. This crate can be used as a back up crate, or at the office.
 - A wire crate for use in the vehicle will need to be purchased (the crate will need to be large enough for the dog to stand up and turn around).
 - Straps will also need to be purchased to secure the crate in the vehicle (no bungee cords)
- Healthcare
Dogs are required to:
 - Visit a veterinarian twice a year: one time for a check up, one time for annual vaccinations. The veterinarian will determine the required vaccinations based on CA law.
 - Have monthly heartworm and external parasite treatments.
 - Have annual dental check-up and cleaning.
 - The chosen kennel may also have additional medical requirements.

- **First Aid Kit**
The NDDTC will provide a canine first aid kit. Counties are responsible for replacing used items.
- **Licensing**
County will need to take care of licensing fees. Many counties waive fees for licensing
- **Food**
The dogs are required to be fed high performance food with 17% protein or higher.
- **Treats**
The dogs are trained to be "food-motivated" and are rewarded with treats when properly marking on targets. Treats can vary, but must be whatever the dog finds valuable and will therefore motivate the dog.
- **Toys**
Enrichment toys should be purchased and replaced as needed.
- **Collars/leashes**
Two collars and two leashes are provided by the NDDTC: one for everyday uses, the other for back up. Collars/leashes should be replaced as necessary.
- **Bowls**
One water bowl will be provided by the NDDTC. Water and food bowls will need to be purchased for the kennel (unless provided by the kennel), a water bucket will need to be purchased for the vehicle, and travel food and water bowls for overnight travel.
- **Grooming supplies**
The NDDTC will provide a brush, toothbrush and nail clippers. Shampoo and ear cleaner will need to be purchased.

3. Training Supplies

Estimate the total dollar amount that will be spent on training supplies including:

- Refrigerator (for dog use only) capable of holding 18 of each of the five target items. Refrigerator is one time expense.
- 18 of each of the five target items, purchased two times per month (average) (Target items are: mango, stone fruit, guava, citrus, apple)
- Several non-target items (including chocolate, bread, cheese, fish, toiletries). Non-target items must be stored separately from target items and will be purchased an average of one time per month.
- Containers to eliminate cross contamination of target odors (Tupperware)
- Approximately 60-100 boxes per month target training (at least 15 boxes per training session for targets-these are not reusable)
- Packing tape for training boxes.

4. Miscellaneous Supplies

Estimate the total dollar amount for supplies not covered in #2 and #3 above, this may include:

- Cleaning supplies needed to clean vehicle, and car crate
- Storage bin(s) for vehicle, used to store extra leash/collar, dog first aid kit, demonstration boxes, etc.

Vehicle Expenses

Estimate the number of miles the Dog Team will travel during the contract period. The reimbursement rate is \$0.50/per mile and is set by the Federal Government. The reimbursement rate is subject to change.

Vehicles need to be large enough to secure the wire crate and are also required to have air conditioning Tinted windows are recommended.

Guidelines for Completing Existing Dog Team Work Plans

General Guidelines

These guidelines are for counties that already have a Dog Team in their county and that are renewing their Dog Team contract with CDFA.

In this document, a Dog Team equals one dog and one handler.

Counties should estimate that work plan activities for a renewal contract will occur for the entire 12-months of the fiscal year.

Personnel Services

1. Parcel Facilities

For each carrier, estimate the number of facilities in your region that will be visited during the contract period. It is expected that Dog teams may perform inspections regionally, not just in a single county. In addition, estimate the number of visits per year, per facility and the total number of hours expected per visit. The category 'other' has been included for USPS or other carriers that may be visited during the year. The spreadsheet will automatically total the hours and cost.

2. Other

➤ Community Outreach

Estimate the number of hours that will be spent conducting community outreach including, demonstrations, appearances, community workshops and public relations.

➤ Training

This should reflect the hours the handler spends being trained and training the canine. Specific training activities include:

- Annual re-certification (conducted locally) by NDDTC (16 hours)
- CDFA training- data entry training, Pest Prevention University (8 hours annually is recommended)
- Target training with the dog (16 hours per month)

➤ Administrative Support

This should reflect hours spent invoicing, entering data in the Dog Team database (daily by handler), entering data into PDR or NOR databases (as needed), maintaining supplemental monthly reports, submitting contract monthly reports, participating in conference calls, other support duties for the program.

3. Overhead

Enter the total percent of indirect costs of Personnel Services (not to exceed 25%) accrued by your county during the contract period. The spreadsheet will calculate the total amount.

Operating Expenses

1. Travel

Estimate the total amount to cover all travel expenses that may be incurred during the contract period for:

- Dog Team travel within and out of the assigned region (per diem and lodging) for facility inspections, public outreach events, etc.
- If your county has or will retire a dog and is planning to get a new dog, estimate the following travel costs for the handler:
 - 3-week training course at NDDTC in Newnan, GA:
 - Roundtrip flight
 - Per diem
 - Rental Car (optional)
 - Lodging

2. Canine Care

Estimate the total dollar amount for continued care and maintenance of the dog including kenneling costs, healthcare, treats, food, collars, bowls, toys, grooming supplies, cleaning supplies, and licensing (if applicable) *(see details in Work Plan Guidelines for New counties)*

3. Training Supplies

Estimate the total dollar amount that will be spent on training supplies including boxes, tape, target items, non-target items, containers etc. *(see details in Work Plan Guidelines for New counties)*

4. Miscellaneous Supplies

Estimate the total dollar amount for supplies not covered in #2 and #3 above *(see details in Work Plan Guidelines for New counties)*

Vehicle Expenses

Estimate the number of miles the Dog Team will travel during the contract period. The Reimbursement rate is \$0.55/per mile and is set by the Federal Government. The reimbursement rate is subject to change.

Vehicles need to be large enough to secure the wire crate and are also required to have air conditioning and heat. Tinted windows are recommended.

SCOPE OF WORK
Dog Teams Program
July 1, 2010-June 30, 2011
FY 2010/2011

Appendix D

Agricultural Canine Team Acclimation Guide

National Detector Dog Training Center Agriculture Canine Team Acclimation Guide

This guide was developed to serve as an aid in the acclimation of a new canine team to their work environment. The first few months of deployment should be considered a transitional period for the canine team. During initial training canine teams work in a controlled environment at the National Detector Dog Training Center (NDDTC) to acquire basic skills. Once the teams are proficient in the basic skills training is moved into simulated "real life" scenarios. Canine teams are exposed to the application pathways they will work in to prepare them for deployment. The transition to the actual working environment or duty station should be accomplished in phases. The time it takes to work through each phase will vary depending on the individual team. It is normal for a canine team to experience a drop in proficiency in the first few months. This regression should correct itself as the canine and handler become more experienced and comfortable in their working environment.

An NDDTC Training Specialist will prepare and distribute a Final Evaluation for the new canine team. This Evaluation will detail strengths of the canine team and make specific recommendations for any areas that need improvement. Handlers may contact the Training Specialist to report progress or seek advice on problem areas.

Phase One

During initial deployment at the duty station the canine must become accustomed to a new living environment. The canine will need time to adjust to a new geographical area, primary housing facility, kennel staff, type of food given, and work schedule. Observe the canine's daily routine to determine progress. Eating, drinking, elimination, and general attitude should be normal. It is very important that you visit your canine each day to determine his comfort level with his surroundings. Perform daily health check, grooming, and obedience exercises at the kennel. Your canine should not exhibit excessive anxiety when you leave. Use this time to establish a relationship with the kennel staff, and familiarize yourself with the kennel routine. You may schedule a "well dog" veterinarian exam to occur at this time.

This adjustment period will vary depending on the individual canine. It may take one day to one week for a canine to adjust to the new surroundings.

Phase Two

Introduce your canine to your colleagues and office area. Educate your colleagues on the rules of interaction with your canine before you bring the canine to work. No one other than the handler should issue commands or give primary rewards to a working canine. Identify any individuals that are uncomfortable with canines and make sure your canine is not allowed near those individuals. Do not at any time allow your canine to roam

freely off leash or jump onto chairs or couches. Do not at any time reward your canine for responding to target odors that may be present in the office. Perform daily health check, grooming, and obedience exercises. Give your canine an opportunity to adjust to the holding area at the office by leaving him there for a short period of time (ten to fifteen minutes). If you use a crate as a secondary residence at work you must give your canine a biological break at least every two hours. Your canine should not be left unattended at the office.

Staying within your county introduce your canine to a Federal Express (FedEx) and United Parcel Service (UPS) facility during down time. Expose your canine to the areas they will be working in. If you need to work on greeting strangers take this opportunity to do that. Observe your canine's behavior to judge his comfort level. Perform obedience exercises. Visit the facilities as many times during down time as necessary. Once your canine is comfortable during down time at these facilities you may visit during the sorting process. Perform obedience exercises. Identify areas to use for weekly training days.

Use this time to establish supply lists for your supervisor's approval. Canine treats, target and non target material for training, Tupperware containers for storage of training material, boxes, and filler material will be necessary.

If you are the only handler at your duty station train an assistant to help set up exercises. The assistant will need to know how to prepare and mark target boxes. They may set up exercises that are blind to you by placing boxes with the identifying marks face down. Always verify by turning box over to identify markings before rewarding your canine.

All handlers will also need to receive training on keeping statistical records. The California Department of Food and Agriculture as agreed to provide this training. Statistics should include at a minimum: days worked, facilities inspected daily, estimate of number of packages screened, total number of responses, number of positive responses, number of seizures, type and weight of seizures, any pests associated with seizures, number of demonstrations or media contact conducted, type and location of demonstrations, number of people present at demonstrations.

This adjustment period will vary depending on the individual canine. It may take two days to one week for a canine to adjust to the new surroundings.

Phase Three

When your canine is comfortable with the facilities operating begin training at a UPS facility by setting up exercises on the floor away from activity. Time your training to begin during the last 30 minutes or so of the sort. If your canine performs well move your training into UPS trucks that are partially loaded. Once your canine is performing well with little or no distraction you may begin working the sort. Watch your canine closely for signs of fatigue. Gradually build your canine's work endurance. Remember to give frequent biological breaks. Plant training aids to keep your canine motivated in the beginning. Use a fixed interval reward schedule of about every 10 minutes and

gradually work into a variable interval. Immediately inspect any containers your canine responds to.

Use this time to identify a FedEx facility that is suitable for belt work. Use this facility to develop your handling skills. Always consider safety first when evaluating a facility. Do not work the canine on a conveyer belt in an area where the canine has more range of motion than you do. Do not work the canine in an area where two conveyer belts meet. Practice with the conveyer belt off before attempting to work with the conveyer belt in motion. Reward your canine immediately on marked boxes of target material and planted training aids he responds to. Reward at the end of the run for unmarked boxes that must be inspected. Observe your canine closely for signs of fatigue. Gradually build your canine's work endurance. Remember to give frequent biological breaks. Follow the timing guidelines in the paragraph above to introduce your canine to working the moving conveyer belt.

Note any responses to non target material and use these in your scheduled training.

The time necessary for this phase will vary depending on the individual canine. It may take two weeks to a month to complete.

Phase Four

Spend one month continuing to build your canine's endurance and proficiency level. Use this time to schedule a simple media or public canine demonstration. Establish one day per week for training. Videotape training sessions and work and send to the Training Specialist.

Phase Five

You may begin introducing your canine to new facilities. The adjustment period should be very short as these facilities are all very similar. Observe your canine for signs of stress or anxiety.

Phase Six

Once you have been deployed for six months you should be very comfortable with each facility you are inspecting and your team should be operating at a high proficiency rate. Your canine should be healthy, at an ideal working weight, and motivated to work. You should be accomplished at delivering canine demonstrations and talking to the media about the canine program. Your team should have acquired many new target odors simply from exposure in the working environment. You should also be skilled at introducing new target odors if necessary. You are keeping accurate training records and reporting your monthly statistics in a timely manner.

You may now reduce your weekly training sessions to biweekly. If your canine is maintaining a high level of proficiency (85% or above) you may begin planning non-task related training sessions.

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Appendix E

Dog Retirement, Adoption and Replacement Policy

RETIREMENT, ADOPTION AND REPLACEMENT POLICY

CRITERIA FOR DOG RETIREMENT

The following criteria determine whether a detector dog will continue to work or if it will need to be retired.

Ability of a Detector Dog to Work

If a dog begins to exhibit patterns of ineffectiveness (examples below), the handler will provide CDFA Interior Pest Exclusion with a history of training or work related problems and measures that have been taken to correct these problems. CDFA will work with the NDDTC in the assessment of the dog's ability to determine whether there is an option for recommending remedial training or alternative duties. Typically, the NDDTC will require training documentation, medical records, and a video tape of the dog conducting inspection in its normal working environment for an initial assessment.

Some patterns of ineffectiveness may include the following:

- Consistently low statistics
- Inability to detect certain odors
- Incompatibility of the team
- Inability to work effectively

Health Status and History

The dog's health must be evaluated by its practicing veterinarian with input from the handler. If the veterinarian recommends retirement, the recommendation must be in writing before retiring the dog.

A detector dog may be retired because of injury, disease, or age. The following list of examples may be causes for retirement; it is not inclusive.

- Dog reaches nine years of age (CDFA Interior Pest Exclusion must be notified when the dog reaches 8.5 years of age)
- Hip problems
- Back and neck problems
- Epilepsy
- Arthritis
- Psychological abnormalities
- Mental health problems
- Seizures (zero tolerance)
- Injury
- Skin conditions

ADOPTION POLICY

If it becomes necessary to retire a dog for any reason, the dog may be:

- Adopted at the local level, coordinated by the CAC (first option is always given to the handler) **OR**
- Returned to the NDDTC

Adoption at the local level requires the following documents be submitted to CDFA:

- A completed NDDTC adoption application (example attached)
- An official copy of the veterinarian's recommendation that the dog be retired

If the CAC does not, or cannot complete the adoption process at the local level, the dog may be returned to the NDDTC.

RETIREMENT, ADOPTION AND REPLACEMENT POLICY

DOG REPLACEMENT

1. The USDA/NDDTC will be responsible for dog replacement costs* within the first 12 months of County Agricultural Commissioner's (CAC) possession only when:
 - Behavioral issues make the dog unable to function in the necessary capacity (e.g. aggression)
 - Latent/unknown medical problems or illness make the dog unable to function in the necessary capacity
 2. The CAC office will be responsible for dog replacement costs* when:
 - The dog becomes injured (at ANYTIME including within the first 12 months of possession)
 - Behavioral issues arise that make the dog unable to function in the necessary capacity AFTER 12 months of possessing the dog
 - Medical issues (illness or otherwise) arise that make the dog unable to function in the necessary capacity AFTER possessing the dog for 12 months
- * To replace a dog, experienced handlers will be required to attend a three-week training course at the NDDTC. Costs of the dog replacement includes:
- \$1,000 dog procurement AND
 - All related travel costs (lodging, per diem, rental car, roundtrip flight)

The situation causing the need for replacement, as outlined in #1 and #2 above, will determine who is responsible for replacement costs.

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Appendix F
Training Sheet

[illegible]

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FY 2010/2011

Appendix G
Dog Team Database
(Pest Exclusion Advisory 04-2009)



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

A. G. Kowamura, Secretary

DATE: March 30, 2009
TO: All County Agricultural Commissioners
FROM: Plant Health and Pest Prevention Services
SUBJECT: **PEST EXCLUSION ADVISORY NO. 04-2009**
California Dog Teams

New Dog Teams

The United States Department of Agriculture (USDA) provides funding for Dog Teams (a dog and a handler) to survey parcel carriers for packages containing agricultural commodities in California. Dog Teams currently operate out of Contra Costa, Fresno, Sacramento, San Bernardino, and San Diego counties. The federal funding for the Dog Team Program is expected to increase, and in fiscal year 2009/10, several more teams may be trained to operate out of several new counties.

Each Dog Team (formerly known as Parcel Surveillance Canine Inspection Teams) that operates in California completes a 10-week out-of-state training course at the USDA National Detector Dog Training Center. Trained dogs are able to search through parcels at facilities such as FedEx, UPS, etc. and alert their handlers to the presence of plants or plant products in marked or unmarked packages.

Properly marked packages containing plants or plants products should have on the outside of the box, a statement of both the contents and growing origin of the plants in the shipment. The ability of the trained dogs to accurately detect agricultural commodities in unmarked parcels enhances the Pest Exclusion Program in California and provides additional protection against the entry of agricultural pests via parcel carriers.

New Dog Team Monthly Report

A new monthly report of Dog Team inspection results is now available on the Plant Health and Pest Prevention Services (PHPPS) Extranet site. This report is generated from the information that each dog handler enters into the Dog Team database. It is critical that dog handlers enter inspection data into the Dog Team database on a daily basis.

The Dog Team monthly report summarizes the dog's proficiency by tallying the number of times each dog "alerted" the handler to a parcel, and whether or not the parcel actually contained plant material (indicated as a "positive" on the report). The report also indicates if the "alert" was on a marked or unmarked parcel, and if the parcel was being held or not held for inspection by the parcel facility prior to the "alert" by the dog. The total hours spent by the Dog Teams at each facility per day and per month are also summarized in this report.



Pest Exclusion Advisory No. 04-2009
Page 2 of 3
March 30, 2009

The Dog Team monthly report can be used to assist dog handlers and county inspectors in determining the best facilities for the Dog Teams to visit, and also to document each dog's competency over time. The information in this report is critical as CDFA and the USDA move toward re-establishing a Memorandum of Understanding with the United States Postal Service to use the Dog Teams to inspect mail shipped via the United States Post Office.

The Dog Team monthly report **does not** summarize the number of pest interceptions or the number of Notices of Rejection issued by county inspectors as a result of the Dog Team efforts. This information is to be entered by the county inspectors (not necessarily the dog handler) into both the Pest and Damage Record (PDR) database and the Notice of Rejection (NOR) database, and will also be summarized in a monthly report generated from those databases. An advisory on the new NOR and PDR monthly reporting system is pending.

What You Need to Know When Working With a Dog Team

- Dog Teams may travel to other counties within their region to conduct inspections. If you wish to have a Dog Team work in your county, please contact the quarantine deputy in the county where the Dog Team is based to schedule the work. An agricultural inspector of the county where the inspection takes place should accompany Dog Teams during every visit.
- Dog Teams are responsible for detecting and holding packages that contain agricultural commodities.
- Dog handlers are responsible for entering (daily) data on the dog's proficiency into the Dog Team database. **The handler does not need to record information on pest interceptions or NOR's into the Dog Team database.**
- Accompanying county inspectors (not the dog handler) are responsible for:
 1. Determining if the package contents meet all applicable federal and state quarantines.
 2. Inspecting packages for pests and submitting all pest interceptions to CDFA's Plant Pest Diagnostics Lab.
 3. Completing and submitting electronic Pest and Damage Records ("**Dog Team**") **must ALWAYS be selected from the Program menu on the PDR data entry form** when submitting samples that have been collected as the result of a Dog Team alert whether or not the package was marked or unmarked. **This is a new policy and will enable CDFA to separate Dog Team interceptions from High Risk interceptions that are made by inspectors not working with a Dog Team.**
 4. Completing and submitting Notices of Rejection (A new "Dog Team" box is under development on the electronic NOR data entry form and must be checked if the NOR is the result of a Dog Team alert. **Until this feature is**

Pest Exclusion Advisory No. 04-2009
Page 3 of 3
March 30, 2009

available, county inspectors must type the words "Dog Team" into the comments section of the electronic NOR data entry form. Please note that exact spelling and spacing the words "Dog Team" are critical).

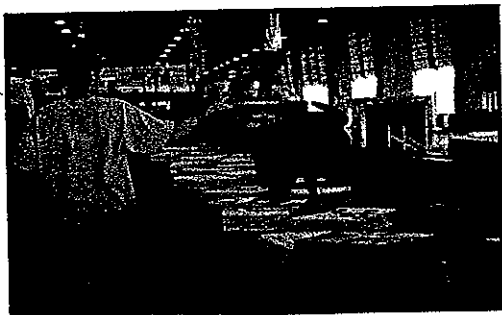
California Dog Teams in Action!



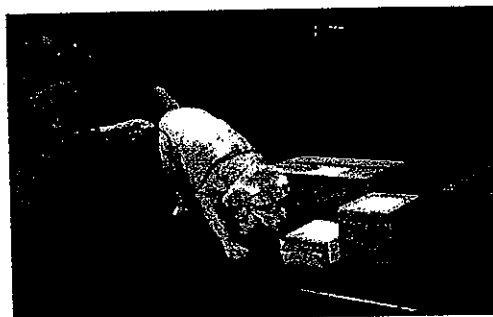
Stephanie LaBarron and Chelsea
Fresno County



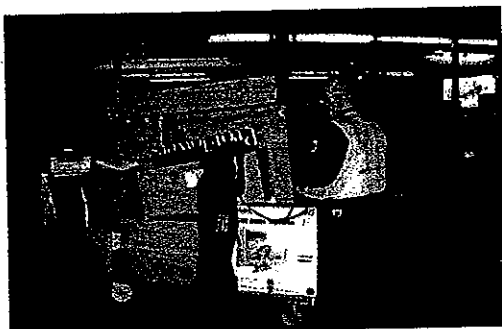
Jennifer Berger and Faith
Sacramento County



Jeremy Partch and Friday
San Diego County



Siegal Cecilie and Bella
Contra Costa County



Michael Cochrane and CC
San Bernardino County



Mariah Slusser and Bart
Contra Costa County

For questions regarding this advisory, contact Amber Morris or Courtney Albrecht at amorris@cdfa.ca.gov or calbrecht@cdfa.ca.gov or by phone at (916) 654-0312.

SCOPE OF WORK
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Appendix H

Notice of Rejection

(Form 66-071 and Pest Exclusion Advisory 05-2009)



STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES
PEST EXCLUSION BRANCH

NOTICE OF REJECTION

Form 66-071 (5/2002)

TIME IN	DATE IN	I.D. NUMBER
TIME OUT	DATE OUT	PDR NUMBER
SHIPMENT <input type="checkbox"/> ENTIRE <input type="checkbox"/> COMMERCIAL <input type="checkbox"/> PORTION <input type="checkbox"/> E-COMMERCE		MATERIAL RECEIVED VIA VEHICLE LICENSE NUMBER

MATERIAL REJECTED AND QUANTITY

QUANTITY:

ORIGIN OF MATERIAL (GROWN IN)

1:

REASON FOR REJECTION AND COMMENTS

SHIPPER (NAME AND ADDRESS)		PHONE:	
		FAX:	
RECEIVER (NAME AND ADDRESS)		PHONE:	
		FAX:	
CARRIER (NAME AND ADDRESS)	DRIVER:	DESTINATION COUNTY:	
	DRIVER LICENSE:	BIRTHDATE:	
*** NOTICE TO SHIPPER *** MATERIAL WILL BE DISPOSED OF UNLESS AT YOUR OPTION, EXPENSE, AND RISK AGREE TO: <input type="checkbox"/> RETURN TO SHIPPER <input type="checkbox"/> SHIP OUT OF STATE <input type="checkbox"/> AUTHORIZE TREATMENT <input type="checkbox"/> OBTAIN NECESSARY CERTIFICATE OR PERMIT <input type="checkbox"/> OTHER	STATE PLANT QUARANTINE OFFICER		COPIES TO: <input type="checkbox"/> SHIPPER <input type="checkbox"/> RECEIVER <input type="checkbox"/> CARRIER <input type="checkbox"/> FILE <input type="checkbox"/> AG. COMM. AT DESTINATION <input type="checkbox"/> AG. OFFICIAL - SHIPPING ORIGIN <input type="checkbox"/>
	ADDRESS		
	TELEPHONE	FAX	
	BORDER STATION	COUNTY	
"WHY WAS THIS MATERIAL REJECTED?" PESTS NOT ALREADY PRESENT IN CALIFORNIA CAN ADD GREATLY TO THE PRICE YOU ARE NOW PAYING FOR YOUR FOOD. HELP US TO HELP YOU BY KEEPING UNWANTED PESTS OUT OF CALIFORNIA.			
DRIVER'S SIGNATURE:		DATE:	
I, _____		, AGREE TO COMPLY WITH ALL TERMS OF THIS REJECTION.	

Final Disposition:
#24

OF NOV 16 2010

H-2



DATE: April 6, 2009
TO: All County Agricultural Commissioners
FROM: Plant Health and Pest Prevention Services
SUBJECT: **PEST EXCLUSION ADVISORY NO. 05-2009**
New Monthly High Risk Pest Interception Report

NEW Monthly High Risk Interception Report

A monthly High Risk Pest Interception Report is now available on the Plant Health and Pest Prevention Services extranet web site. This report is generated from a query of the Pest and Damage Record (PDR) database and the Pest Exclusion Information Management (PEIM) database, which contains the Notices of Rejection (NORs).

This monthly report tallies the number of A- and Q-rated pest interceptions and NORs issued by county inspectors as a result of High Risk Pest Exclusion inspection activities **AND** as a result of the inspection efforts of the Dog Teams. To view this report, first log in to this site, then select "Program" from the top menu, then "Interior Exclusion" from the left side bar, then go to the section titled "High Risk Pest Exclusion." For the detailed summary, click on the number of rejections or interceptions corresponding with each county.

This report will enable you to identify the highest risk pathways for pests and for shipments that violate plant quarantines. You may be able to observe trends in pest interceptions and shipping violations, such as violations per shipper or per parcel carrier, or types of violations that occur at certain times of year. Because this report also includes pest interceptions and NORs generated as a result of the Dog Teams, it can also be used to determine at which facilities the Dog Teams are being used most effectively.

The accuracy of the information contained in this monthly report depends on the accuracy of the data that is entered into the PDR and PEIM (NOR data entry system).

The following important data entry methods must be followed whenever you enter a PDR or NOR for either the High Risk Pest Exclusion Program or as a result of the Dog Team inspections:

1. **All Notices of Rejection issued for the High Risk or Dog Team programs must be electronically entered into the PEIM database.** The PEIM program (with complete instructions) is available on the extranet, and must be downloaded onto your county's computer system in order to submit NORs electronically.

To access the PEIM database and download instructions, first log on to Extranet, then select "Branches" from the left side bar, then choose "Pest Exclusion", then select "PEIM" from the left side bar. Follow download instructions. *If you encounter problems with installation or sending reports, please call the CDFA help desk at (916) 651-4357.*

The Monthly High Risk Interception report will be created and posted to the extranet on or around the fifth day of every month. All NORs generated during the month should be entered into the PEIM no later than the fifth day of the next month, otherwise they will not appear in the monthly report.



Pest Exclusion Advisory No. 05-2009
Page 2 of 2
April 6, 2009

2. The counties currently using the PEIM database to electronically submit their NORs include Alameda, Contra Costa, Fresno, Humboldt, Kern, Los Angeles, Orange, Sacramento, San Bernardino, San Diego, San Mateo, and Santa Barbara.

If your county is not currently using the PEIM database to electronically submit your NORs, please fax all NORs (only those issued for High Risk Pest Exclusion or Dog Team activities) DAILY to Interior Pest Exclusion at (916) 654-0986. The Interior Pest Exclusion staff will enter all NORs received via FAX until June 30, 2009. After that date, any NOR that is not issued electronically by the issuing county will not be included in the Monthly High Risk Interception Report.

3. **A new box, titled "Dog Team" is under development on the PEIM database. This box will appear on the second page of the NOR data entry form. Once this box becomes available, it should always be selected when the rejection is being issued as a result of efforts by any of the Dog Teams. You will be notified when this new feature is available. You will then need to re-install the PEIM program on your computer.**

Until this new feature is available, please type the words "Dog Team" in the comment section of the NOR data entry form if the rejection is being issued as a result of the efforts of any Dog Team. Note that the exact spelling and spacing of these words is critical.

4. When filling out an electronic **Pest and Damage Record (PDR)** for pests intercepted during High Risk Pest Exclusion inspections or as a result of the Dog Team efforts, always use one of the following selections from the "Program" pull-down menu:

- High Risk
- Dog Team

Selecting one of these options will ensure that all quarantine pests intercepted as a result of High Risk Pest Exclusion or Dog Team activities are included in the Monthly High Risk Interception report.

For questions regarding the new High Risk Interception Report, please contact any Interior Pest Exclusion biologist by phone at (916) 654-0312 or wwilkinson@cdfa.ca.gov or calbrecht@cdfa.ca.gov.

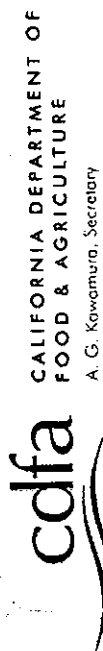
For questions regarding the PEIM database (download or installation questions), please contact the CDFA Help Desk at (916) 651-4357.

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Appendix I
Pest and Damage Record
(Form 65-020)

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Appendix J
County Monthly Report



Monthly Report
California Dog Teams
FY 2010/2011
July 1, 2010 through June 30, 2011

County: _____
Month: _____

Personnel Services		
Activity	Number of Activities	Hours
Parcel Facility		
Federal Express		
Federal Express Ground		
OnTrac		
United Parcel Service		
Other		
Other		
Community Outreach		
Training		
Data Entry		
Administrative Support		
Totals		
Vehicle Expenses		
County owned vehicle mileage est.	0	

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Appendix K
County Monthly Invoice

(County Letterhead)

California Department of Food and Agriculture
Plant Health and Pest Prevention Services
Attn: Carl Baum
1220 N Street, Rm 325
Sacramento, CA 95814

California Dog Teams
Contract #
Budget Display FY 2010/2011
Invoice for Period from 07/01/2010 to 06/30/2011

Personnel Services

Name/Classification	Hours	Hourly Rate	Total Salaries	Totals
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
	0.00		0.00	0.00
Total Hours	0.00	Total Salaries	0.00	
				Total Personnel Services 0.00
				Indirect (up to 25% of Personnel Services) 0.00
				Total Personnel Costs: 0.00

Operating Expenses

Supplies			0.00
Total Operating Expenses:			0.00
Vehicle Usage	Miles	Rate	
Vehicle Mileage =	0.00	0.000	0.00
0.55 cents - County owned or personal vehicles			Total Mileage Cost: 0.00
0.285 cents - State/Federal owned vehicles, rented or leased vehicles under the contract			
Total Operating Expenses			0.00
Grand Total:			0.00

Contract Amount
Billed to Date
Balance

0.00
0.00
0.00

K-2

SCOPE OF WORK
Dog Teams Program
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Appendix L

USDA/SITC Referral Form

(PEA 11-2010)



CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

A. G. Kawamura, Secretary

DATE: May 3, 2010
TO: All County Agricultural Commissioners
FROM: Plant Health and Pest Prevention Services
SUBJECT: **PEST EXCLUSION ADVISORY NO. 11-2010**
USDA/SITC Referral Form

CDFA is issuing this advisory as an update to Pest Exclusion Advisory No. 27-2009. In an effort to create consistency in reporting federally-actionable pest interceptions to CDFA and to the United States Department of Agriculture (USDA)/Safeguarding, Interdictions, and Trade Compliance (SITC) program, CDFA has developed the attached USDA/SITC Referral Form (SO-155).

This form is to be used when submitting information to USDA/SITC regarding interceptions of federal pests for their investigation. Copies of the USDA/SITC Referral Form should be sent to the appropriate contacts at CDFA and USDA/SITC as outlined in PEA No. 27-2009.

CDFA will require the use of the USDA/SITC Referral Form in both the County Pest Exclusion High Risk contract and Dog Team contract for FY 10/11.

The electronic version of the form is available on the PHPPS Extranet:

Log on at <http://phpps.cdfa.ca.gov/user/frmLogon2.asp>

Click on <Program> at the top of the screen

Click on <Interior Exclusion> on the left of the screen


Click on <Selected Regulatory Forms> under the heading "Forms"

Select SO-155 <USDA/SITC Referral Form> (end of the form list)

For questions regarding this advisory contact Amber Morris at (916) 654-0312 or by e-mail at amorris@cdfa.ca.gov.



Department of Food and Agriculture
USDA SITC Referral Form
SO-155 (Est. 03/10)

 <p>STATE OF CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE PLANT HEALTH AND PEST PREVENTION SERVICES PEST EXCLUSION BRANCH USDA/SITC REFERRAL FORM</p>		NOR No.
		PDR No. (If applicable)
		Date of Inspection:
Name of Inspector/Handler: Email Address:		Contact Phone:
		County:
Shipper Name:		Phone:
Shipper Address:	Shipper State and Country of Origin:	Fax:
Receiver Name:		Phone:
Receiver Address:		Fax:
Contents or Shipment Description (Including Quantity):		
Facility Location:	Tracking No.	Air Way Bill No.
Mode of Conveyance: <input type="checkbox"/> Airport <input type="checkbox"/> Maritime <input type="checkbox"/> Land- Truck <input type="checkbox"/> Other _____		
Carrier Name: <input type="checkbox"/> FedEx <input type="checkbox"/> ONTRAC <input type="checkbox"/> UPS <input type="checkbox"/> USPS <input type="checkbox"/> Other _____		
Please Check Boxes if: <input type="checkbox"/> Pictures attached <input type="checkbox"/> Copies of Shipping Documents, Invoices, etc, are attached <input type="checkbox"/> NOR attached <input type="checkbox"/> PDR attached		
Comments Section for Submitter:		
		Date Submitted to SITC:
Comments Section for SITC (To be filled out by SITC after their investigation or they can insert the phrase "see attached" and include the form when sending their results back to us)		

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Appendix M
Canine Aggression Policy

CANINE AGGRESSION POLICY

Acts of aggression must be taken very seriously and may result in the need to retire a detector dog. However, not all situations will necessarily result in the elimination of a dog from the program. The following definitions are general guidelines to determine if action is necessary.

Aggression

Within a given context, a behavioral display that is either appropriate or inappropriate and that is ultimately resolved by means of combative behavior or deference.

The context in which this definition should be applied is while the handler is conducting an inspection with the dog at any parcel facility.

Unacceptable behavior

Any unprovoked attack to the handler or another person at any time or place.

Behaviors to be Concerned About

Body posturing to indicate defensiveness, possession, and or a protective manner.

If a dog exhibits any behavior as described above, or behavior that is questionable, immediately notify CDFA, remove the dog from the work environment, and do not return the dog to work until approved by CDFA. It is important to collect a detector dog aggression report (example on page 3) from each individual who witnessed the incident in its entirety.

If a situation involves physical injury follow the steps below:

If any person (including a handler, a kennel worker, or parcel facility employee) is allegedly bitten by a detector dog or if the detector dog shows any aggression toward a person, then do the following:

1. If the dog behaves aggressively, immediately remove it from the work environment and contact CDFA's Interior Pest Exclusion.
2. Secure the dog in a crate until you can take it to the veterinarian for a physical exam. The medical evaluation should be conducted within 48 hours and should include tests for hormonal balance, structural or soft tissue pain or discomfort, a neurological consultation, urine metabolite screening (especially for excessive levels of glutamine, associated with neuronal death) and allergies.
3. If someone is bitten or is allegedly bitten, take the person to a quiet place, such as an office. Call emergency medical service and administer first aid, if necessary. If there is bleeding, use precautions.
4. Get the following information about the person who was allegedly bitten:
 - a. Name
 - b. Address
 - c. Other pertinent information—medications used, permanent residence or temporary residence while in the United States. Make a copy of driver's license or passport.
 - d. If the person refuses emergency medical service, make note of the refusal. Try to get the person's signature on a statement of refusal of emergency medical service.
 - e. Have the individual and all witnesses complete the detector dog aggression report.
 - f. Photograph the injury if possible.

CANINE AGGRESSION POLICY

5. If the person goes to a hospital, notify the appropriate county contact. Each handler should have the telephone number for the appropriate county contact available in case it is needed. Record the number at the end of this section.
6. Direct the victim to complete the appropriate county claim form for injury. Ensure the victim is given necessary information to return the form.
7. Write a detailed detector dog aggression report as soon as possible. Each county must decide and communicate the protocol for notifying management after normal working hours.
8. Submit the complete packet to county management and CDFA **within 72 hrs. of the incident.** Await further instructions regarding the detector dog.
9. Do not allow the detector dog back into service until approved by CDFA. The incident will have to be investigated thoroughly.
10. CDFA will communicate the aggressive incident or bite to the NDDTC.

CANINE AGGRESSION POLICY

Detector Dog Aggression Report

Name _____
Duty Location _____
Date/Time of Statement _____

Canine _____
Phone _____
Date/Time of Incident _____

Please answer the following questions regarding the incident:

1. Did you witness the incident? Yes _____ No _____

2. What type of incident was it?

Any form of aggression towards the detector dog _____

Re-directed aggression _____

Medical reason (i.e. seizure) _____

Other (i.e. food grabbing) _____

3. Was there a wound as a result of the incident? Yes _____ No _____

If yes, was the skin broken? Yes _____ No _____

If yes, was medical attention required? Yes _____ No _____

Describe the injuries in detail _____

4. Was the dog assaulted as a result of this incident? Yes _____ No _____

◆ If yes, complete a Detector Dog Assault Report.

5. Were there other witnesses to the incident? Yes _____ No _____

If yes, please list the witnesses' names and contact numbers on a separate piece of paper, attached to this report. If possible, have them fill out a separate Detector Dog Aggression Report and attach to this form.

Describe your observation of the incident in detail (attach sheet if needed).

Attach any photographs.

EXHIBIT B
(County Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Unless mutually agreed, monthly invoices must be submitted within 60 days from the end of each month in which services were rendered. Invoices must include the Agreement number and submitted in triplicate to the Program Contract Manager listed in this contract.
- C. Any travel and subsistence payments authorized under this agreement shall be paid as needed to execute the work. The maximum travel rates allowable are those established in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations 599.619.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Funding Sources for County Contracts (If no Federal Funds, this Section is not applicable)

An annual report of expenditures, where county payments are supported by Federal funds, will be issued by CDFA Administrative Services, Financial Services Branch. This report will be issued by September 30th for invoices submitted prior to July 31st for services rendered in the prior State Fiscal Year.

Federal and State Regulations - The County will comply with all Federal and State regulations and requirements. The County must ensure they have an adequate accounting system in place and appropriate internal controls to ensure expenditures are tracked and maintained.

All sub-recipients of Federal awards shall comply with the Code of Federal Regulations (CFR) Title 2, Part 225 - Cost Principles for State and Local Governments and Title 7, Part 3016 - Uniform Administrative Requirements for Grants and Cooperative Agreements to state and local governments.

Federal 2 CFR 225 (OMB Circular A-87) can be found at the following website:
<http://training.fws.gov/fedaid/toolkit/2cfr225.pdf>

Federal 7 CFR 3016 can be found at the following website:
http://www.access.gpo.gov/nara/cfr/waisidx_01/7cfr3016_01.html

The State's accounting standards and procedures for counties provided by the State Controller's Office are located at the following website: <http://www.sco.ca.gov/ard/manual/cntyman.pdf>

Workplan for the Dog Teams Program
FY 2010/2011
July 1, 2010- June 30, 2011



County: Los Angeles

Date: April 22, 2010

*Cost Per Hour (weighted): \$50

CALIFORNIA DEPARTMENT OF
FOOD & AGRICULTURE

Personnel Services						Estimated Annual Cost
Activity	Number of Facilities Requiring Activity	Estimated Visits/Year/Facility	Estimated Hours/Visit	Total Est. Hours		
Parcel Facility						
Federal Express	14	52	3	2184		\$109,200
Federal Express Ground	3	52	1	156		\$7,800
On Trac	2	52	1	104		\$5,200
United Parcel Service	8	52	1	416		\$20,800
United States Postal Service	0	0	0	0		\$0
Other	0	0	0	0		\$0
Other						
Second Person				3540		\$177,000
Community Outreach				44		\$2,200
Training				432		\$21,600
Data Entry				300		\$15,000
Administrative Support				885		\$44,250
				TOTAL HOURS/ PERSONNEL COSTS	8061	\$403,050
Overhead (Indirect Costs)						
Enter Overhead Percentage: 25%						\$100,763
						TOTAL PERSONNEL COSTS + INDIRECT
Operating Expenses						
Travel						\$640
Canine Care (dog food, dog cage, dog bed, etc.)						\$23,900
Training Supplies (dog treats, boxes, plant material, etc.)						\$7,624
Handler Uniform						\$0
Printing/Mailing, Training Records						\$250
Miscellaneous Supplies						\$1,240
						TOTAL OPERATING EXPENSES
						\$33,654
Vehicle Expenses						
Vehicles Acquisition Costs						\$0
County owned vehicle mileage est. 48,000 Rate Per Mile: \$0.50						\$24,000
						TOTAL VEHICLE EXPENSES
						\$24,000
						TOTAL PERSONNEL
						TOTAL OPERATING
						TOTAL VEHICLE
						GRAND TOTAL
						\$561,467

*Figure must match the rounded figure on your "Cost Per Hour Worksheet". You must submit your "Cost Per Hour Worksheet" with your workplan.

All costs on this page must be rounded to whole dollars.

Cost Per Hour Worksheet
Dog Teams Program
FY 2010/2011

July 1, 2010 through June 30, 2011

County: Los Angeles
Date: April 22, 2010

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
2 Dog handlers (Inspector II)	\$32.67	\$16.45	\$49.12	3540	\$173,884.80
2 Assistants (Inspector II)	\$32.67	\$16.45	\$49.12	3540	\$173,884.80
Program Supervisor (Inspector III)	\$36.41	\$18.33	\$54.74	885	\$48,444.90
Office Assistant (ITC)	\$20.02	\$10.08	\$30.10	96	\$2,889.60
			Total:	8061	\$399,104.10

***Weighted Average Cost Per Hour: 50

*Total "Estimated Hours to Be Worked" MUST match the "Total Hours" on the Work Plan.

***Weighted Average Cost Per Hour" MUST be entered rounded to whole dollars and entered into the "Cost Per Hour" box of your workplan. You must submit this worksheet with your workplan.

EXHIBIT C
(County Agreement)

GENERAL TERMS AND CONDITIONS GTC 610

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital

status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. **TIMELINESS:** Time is of the essence in this Agreement.

13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the

violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
(County Agreement)

SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the CDFA within ten (10) days of discovery of the problem. Such Notice of Dispute shall contain the Agreement number. Within ten (10) days of receipt of such Notice of Dispute, the Agency Secretary, or Designee, shall meet with the Contractor and the CDFA project manager for the purpose of resolving the dispute. The decision of the Agency Secretary or Designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4. Potential Subcontractors

If Contractor subcontracts out a portion of the work required by this Agreement, nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. Right To Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement may be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental entity.

EXHIBIT E

ADDITIONAL PROVISIONS

CONTRACTS FEDERALLY FUNDED

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) 2010/2011 covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

INSURANCE REQUIREMENTS – Contractor shall comply with all requirements outlined in the (1) General Provisions section and (2) Contract Insurance Requirements outlined in this section. No payments will be made under this contract until contractor fully complies with all requirements.

1. **General Provisions Applying to All Policies**

- a. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms.
- b. **Policy Cancellation or Termination & Notice of Non-Renewal** – Insurance policies shall contain a provision stating coverage will not be cancelled without 30 days prior written notice to the State. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
- c. **Premiums, Assessments and Deductibles** – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- d. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- e. **Insurance Carrier Required Rating** – All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VI. If the Contractor is self insured for a portion or all of its insurance, documentation of self-insurance must be submitted and approved by the Department of General Services, Office of Risk and Insurance Management.
- f. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

- g. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- h. Use of Subcontractors – In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of subcontractor's insurance to The State equal to policies, coverages, and limits required of Contractor.

2. Contract Insurance Requirements

Contractor shall display evidence of the following on an Acord certificate of insurance evidencing the following coverages:

- a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A "per project aggregate" endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.
 - The policy must name **The State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.**
- b. Automobile Liability – Contractor shall maintain business automobile liability insurance for limits not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required.
- c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000 are required.